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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Mark A. Schittler Christine G. Schittler Debtors

Case No. 15-18613-pmm Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0313-4 User: PaulP Page 1 of 1 Date Rcvd: Jun 10, 2020

Form ID: pdf900 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 12, 2020. db/jdb +Mark A. Schittler. Christine G. Schittler. 437 Morrison Road. Reading, PA 19601-1162

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

TOTAL: 0 NONE.

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 12, 2020 Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email)

system on June 10, 2020 at the address(es) listed below:

HARRY B. REESE on behalf of Creditor WELLS FARGO BANK, N.A. bankruptcy@powerskirn.com JILL MANUEL-COUGHLIN on behalf of Creditor WELLS FARGO BANK, N.A. bankruptcy@powerskirn.com JOSEPH T. BAMBRICK, JR. on behalf of Joint Debtor Christine G. Schittler NOIJTB@juno.com on behalf of Debtor Mark A. Schittler NOIJTB@juno.com KERI P EBECK on behalf of Creditor Fifth Third Bank kebeck@bernsteinlaw.com, jbluemle@bernsteinlaw.com KEVIN G. MCDONALD on behalf of Creditor Toyota Motor Credit Corporation

 ${\tt bkgroup@kmllawgroup.com}$ 

LISA MARIE CIOTTI on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglech13.com.

ecf\_frpa@trustee13.com

SCOTT F. WATERMAN (Chapter 13) ECFMail@ReadingCh13.com

THOMAS I. PULEO on behalf of Creditor Toyota Motor Credit Corporation tpuleo@kmllawgroup.com,

bkgroup@kmllawgroup.com

USTPRegion03.PH.ECF@usdoj.gov United States Trustee

TOTAL: 10

POWERS KIRN, LLC By: Jill Manuel-Coughlin, Esquire ID# 63252 8 Neshaminy Interplex, Suite 215 Trevose, PA 19053 Telephone: 215-942-2090 Attorney for Movant/ 15-2471

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:
Mark A. Schittler
Christine G. Schittler
Debtors

WELLS FARGO BANK, N.A.

Movant

v.

Mark A. Schittler
andChristine G. Schittler
Scott F. Waterman, Esquire

Respondents

## STIPULATION IN SETTLEMENT OF MOTION FOR RELIEF FROM THE AUTOMATIC STAY

WHEREAS, the parties hereto and their respective counsel, have agreed as to the disposition of the Motion for Relief from the Automatic Stay filed by Jill Manuel-Coughlin, Esquire on behalf of secured creditor, WELLS FARGO BANK, N.A. ("Movant").

NOW, THEREFORE, intending to be legally bound, the parties hereto, herewith stipulate as follows:

- 1. The Automatic Stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
- 2. This Stipulation pertains to the property located at 437 Morrison Road, Reading, PA 19601, mortgage account ending with 9544.
- 3. Upon approval by the United States Bankruptcy Court of the within Stipulation, Debtors and Movant, agree to the following:
  - (a) Parties acknowledge that the current regular post-petition payment is \$1,214.52.
  - (b) Parties acknowledge that the following amounts are currently due post-petition:

Monthly Payments: 2/1/2020 - 5/1/2020 @ \$1,214.52	\$4,858.08
Less Debtor Suspense:	(\$984.05)
Total Post-Petition Arrearage:	\$3,874.03

(c) Commencing with the 6/1/2020 payment the Debtors shall resume and shall continue to make all regular monthly post-petition payments when they are due in accordance with the terms of the Note & Mortgage.

- (d) Debtors agree to Amend the Chapter 13 Plan to include the aforementioned post-petition delinquency in the amount of \$3,874.03, representing all arrearages due through 5/1/2020. Debtors agree to amend the Chapter 13 Plan within thirty (30) days of the filing of this Stipulation. The parties agree that Movant may file an Amended/Supplemental Proof of Claim (linking to the original filed Proof of Claim) for the above-stated amount and that same shall be deemed approved upon entry of the Order approving this Stipulation.
- (e) If sufficient proof is provided (front and back copies of checks or money orders) of payments made, but not credited, the account will be adjusted accordingly.
- (f) All post-petition payments from Debtors to Movant shall be sent to Wells Fargo Home Mortgage, PO Box 14507, Des Moines, IA 50306.
- (g) The provisions of the Stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this Stipulation, including fees and costs, due under the terms of the contract and applicable law. Also, all allowable fees and costs due to Movant as stated on any Post-Petition Fee Notices filed with the court shall be paid prior to the entry of a Discharge Order.
- (h) The Debtors shall timely tender all payments and comply with all conditions in accordance with this Stipulation. If such payments or conditions are not timely made, or if the case should convert to a Chapter 7 Bankruptcy, Movant may provide the Debtors and their counsel with fifteen (15) days written notice of default. If the default is not cured within the fifteen (15) day period, Movant may certify the default to this Court and an Order shall be entered granting Movant relief from the automatic stay without further notice and hearing and waiving FED. R. Bankr. P. 3002.1 and waiving Rule 4001 (a)(3) so that the Relief Order is immediately effective and enforceable.
- (i) The parties agree that a facsimile may be submitted to the Court as if it were an original.

Joseph T. Bambrick Jr., Esquire Attorney for Debtors Date: Scott F. Waterman, Esquire Trustee Date: 6/5/2020	/s/ Jill Manuel-Coughlin, Esquire Jill Manuel-Coughlin, Esquire Attorney for Movant Date:
On this 8th day of June	, 2020, approved by the Court.
	Potricia M. Mayer

United States Bankruptcy Judge Patricia M. Mayer